



Upper Deck Baseball, LLC

175 Cumberland Park Drive • Unit 107 • Saint Augustine, FL 32095
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ONE-YEAR COMMITMENT MEMBERSHIP AGREEMENT

Member Name: _____ Member DOB: _____

Member's Parent's/Guardian's Name(s): _____

Mailing Address: _____

Phone: _____ Email Address: _____

Emergency Contact Name & Phone: _____

Does the Member have any food or drug allergies or medical conditions?

PAYMENT INFORMATION

CREDIT CARD / DEBIT CARD

CARDHOLDER NAME	ACCOUNT NUMBER
EXPIRATION DATE (MM/YY)	CVV NUMBER
BILLING ZIPCODE	

I authorize Upper Deck Baseball, LLC to charge my credit or debit card for UDB services and products. Should my card expire or be declined, I will promptly provide UDB with new card information. Any payments made beyond the 15th of the month will result in an additional \$25 fee.

INITIAL: ____ (12) \$110 – Recurring Monthly Payments (Automatically processed on the 1st of each month)

CARDHOLDER SIGNATURE _____

DATE _____

UDB will safeguard the above confidential information. It will be used solely for its intended purpose in connection with this Membership Agreement and will not be released to any unauthorized parties.

One-Year Commitment Membership Agreement / General Release:

1. I agree, acknowledge, and understand the nature of and risks involved with baseball, softball, and other sports activities as well as other related activities performed at Upper Deck Baseball, LLC (hereinafter "UDB"), including weight lifting, strength training, and use of any weight or training equipment. I represent and warrant to UDB that I am and/or my child is in good physical and mental condition to participate in such activities.
2. I acknowledge and understand that UDB is a 24 hour facility that is not always staffed. I also acknowledge and understand that anyone under the age of 16 must be accompanied by an adult at all times.
3. I fully accept and assume all possible risks and responsibilities for all personal and property losses, costs, damages, and injury that may result from my and/or my child's participation in these activities (or when I am and/or my child is a spectator of these activities). This does not include any loss or injury that may result from any gross negligence of UDB or its employees. UDB is not responsible for actions by other members and/or guests.
4. I hereby voluntarily waive and release for myself, my child, my and/or my child's heirs, executors, administrators, and assigns any and all claim(s) that I/we may have for damages or any other relief against UDB, its owners, operators, managers, agents, employees, and sponsors that resulted from my and/or my child's participation in any activity at UDB (or that resulted when I was and/or my child was a spectator of any activity at UDB).

5. I agree that the total liability of UDB, its owners, operators, managers, agents, employees, and sponsors with respect to activities performed or to be performed at UDB shall not exceed 100% of the compensation received by UDB from me and/or my child pertaining to this Agreement. The parties agree and acknowledge this is a material part of the consideration for this Agreement.
6. I hereby forever release UDB, its owners, operators, managers, agents, employees, and sponsors from any and all actions, claims, or demands, that I and/or my child, our heirs, executors, administrators, and assigns now have, or may have in the future, for injury, death, or property damage related to (i) my and/or my child's participation in or viewing of any activities performed at UDB, (ii) the negligence or other acts of others or UDB, whether directly or indirectly connected to activities performed at UDB, and (iii) the condition of the premises where these activities occur, whether or not I am directly or indirectly participating in or viewing the activities.
7. I understand that no person may participate in or be a spectator of any activities at UDB without being covered by full and adequate medical/health and/or accident insurance. I certify that during the period of this Agreement, I am and/or my child is covered, without lapse, by a full and adequate medical/health and/or accident insurance plan.
8. I give permission for myself and/or my child to receive emergency medical, dental, or surgical treatment and hospitalization if necessary. I authorize UDB to act on my behalf according to their best judgment in any emergency situation. I understand that I am financially responsible for any medical attention needed or provided resulting from any injury received at UDB.
9. I agree that I and/or my child will comply with all of UDB's applicable rules, written (including signs in the facility) and verbal, including but not limited to the proper use of all equipment and safety gear.
10. I agree to pay the amount detailed above to UDB in accordance with the Payment Schedule described herein (12 monthly payments of \$110 each). I understand that membership dues are non-refundable and non-transferable. Failure to make payment when due, unless other arrangements have been made with UDB in writing, shall be cause for immediate removal from membership privileges. Payments received beyond the 15th of the month will result in an additional \$25 fee.
11. This Agreement shall be governed by the laws of the State of Florida. Any action commenced under the terms of this Agreement shall be brought in the state or federal courts in Florida, and the prevailing party shall be entitled to reasonable attorneys' fees and costs.
12. If any portion of this Agreement is held by any court to be void, voidable, or of no effect, the remainder of this Agreement is to be considered valid and enforceable.

I agree that I have read, understood, and specifically agreed to all the language in this One-Year Commitment Membership Agreement and General Release. I understand that, by signing this release, I may be giving up rights afforded to me by law and I knowingly, willingly, and voluntarily do so.

Signature (if Member is 18 or older): _____ **Date:** _____

Parent/Guardian Signature (if Member is under 18): _____ **Date:** _____

UDB RULES

1. Members must undergo a training session with a UDB employee and must complete a Membership Agreement and General Release.
2. This is a **members only** facility. Memberships are non-refundable and non-transferable. No outside trainers or coaches are permitted without **PRIOR WRITTEN APPROVAL from Todd Kennedy**. If permitted, additional fees may apply.
3. Each member is permitted to bring a maximum of 2 guests per visit (outside trainers or coaches are not considered guests). Every guest (or their parent/guardian) must complete a General Release form **PRIOR** to entering the facility. The member is responsible for payment for each guest, which is \$20 per guest per visit.
4. Your key card is your own and allowing anyone else to use it will result in immediate termination of your membership. There is a \$10 replacement fee for lost cards.
5. **ANYONE UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES.**
6. Report any issues to staff immediately. Do not attempt to fix any equipment on your own.
7. Spectators are not allowed in the playing area unless invited by a UDB employee. Prior to being permitted into the playing area, spectators must undergo a training session with a UDB employee and must complete a General Release form.

8. **NO** food, beverages (except water in a closed container), or chewing gum allowed in the playing area. **NO** tobacco products allowed in the facility.
9. Appropriate clothing and equipment, including helmets in the batting cages, must be worn at all times. **NO** flip-flops.
10. **NO** leaning or pulling on any of the nets or poles in the playing area.
11. A pitching machine operator must be at least **FIFTEEN (15)** years of age.
12. To use any of the weight equipment, you must be at least **FIFTEEN (15)** years of age.
13. The only people swinging bats are those in the batting cages or other designated hitting areas.
14. No baseball or other activities in the lobby and office area. The computer, printer, and TV are for UDB staff only.
15. Members must pick up all bats, balls, and other equipment and return all equipment to its proper location. Please be courteous and respectful of other members and UDB staff.
16. **NO** baseball or loitering allowed in the parking lot or outside of the facility.
17. UPON EXITING THE FACILITY, PLEASE MAKE SURE THE DOOR CLOSSES AND LOCKS BEHIND YOU. DO NOT OPEN OR UNLOCK ANY OTHER DOORS IN THE FACILITY.

UDB shall have the right to amend, modify, or change in any way these Rules. All Members, Spectators, and Guests agree to abide by these Rules and any changes. Any person in violation of these Rules is subject to immediate removal from the facility and/or revocation of their membership privileges, including forfeiture of membership dues.

I acknowledge that I have and/or my child has read and understood these Rules and that I agree and/or my child agrees to abide by them and any other written and verbal rules or instructions given by UDB employees.

Signature (if Member is 18 or older): _____ Date: _____

Parent/Guardian Signature (if Member is under 18): _____ Date: _____

NOTICE TO MINOR CHILD'S PARENT OR GUARDIAN

READ THIS AGREEMENT COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF UPPER DECK BASEBALL, LLC, ITS OWNERS, OPERATORS, MANAGERS, AGENTS, EMPLOYEES, AND SPONSORS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM UPPER DECK BASEBALL, LLC, ITS OWNERS, OPERATORS, MANAGERS, AGENTS, EMPLOYEES, AND SPONSORS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND UPPER DECK BASEBALL, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I agree that I have read, understood, and specifically agreed to all of the language in this One-Year Commitment Membership Agreement and General Release, including the Notice to Minor Child's Parent or Guardian. I understand that, by signing this release, I may be giving up rights afforded to me by law and I knowingly, willingly, and voluntarily do so.

Signature (if Member is 18 or older): _____ Date: _____

Parent/Guardian Signature (if Member is under 18): _____ Date: _____

UDB STAFF USE ONLY

Form Reviewed By: _____ Date: _____

RFID card #: _____